

SHORT TITLE: MIMS V. CIRCUIT CITY STORES, INC.	CASE NUMBER: RG08399323
---	----------------------------

ATTACHMENT (Number): 1c Page ____ of ____

(This Attachment may be used with any Judicial Council form.) (Add pages as required)

1 On or about September 07, 2005, plaintiff purchased a Toshiba Satellite Computer from defendant and
2 entered into the city Advantage Protection Plans' insurance service agreement, in which defendant
3 Circuit city Stores, Inc. promised to repair any defects to the computer and if any defects can't be
4 repaired the computer would be replace or a refunded. Approximately 45 days after the computer was
5 purchased it began to have defect problems. Plaintiff went to the Circuit City Store located in
6 Emeryville California where the computer was purchased and reported the problems with the computer,
7 requested a replacement and employees refused to take the computer back or any action and referred
8 plaintiff to the manufacture Toshiba's warranty. Plaintiff contacted Toshiba and they were unable to
9 successfully repair computer several times. Plaintiff has requested computer repair and replacement
10 from defendant Circuit City Stores, Inc. several times, some on the following dates: April 11, 2006,
11 April 14, 2006, July 23, 2007, August 22, 2007, September 6, 2007, June 24, 2008...etc. Each time
12 defendant has attempted to repair the defects of the computer, defendant has been unsuccessful. The
13 computer is still defective, the F10 and F11 keys come on by themselves when the computer is moved
14 causing the computer to become inoperable. Additionally screen still has problems during computer
15 load up, sometimes screen background appears flickering white causing computer to become inoperable,
16 and the AC Adapter was returned to plaintiff cracked after the June 24, 2008 attempted repair. Plaintiff
17 contacted defendant in writing on or about June 24, 2008 attempting repair. Plaintiff contacted defendant
18 in writing on or about June 24, 2008 requesting for the computer to be replaced or
19 refunded under the terms of their agreement. Defendant has since failed and refused to issue a
20 replacement computer or refund.
21
22
23
24
25
26
27

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under
penalty of perjury.)

SHORT TITLE: MIMS V. CIRCUIT CITY STORES, INC.	CASE NUMBER: RG08399323
<p>ATTACHMENT (Number): <u>1d</u> Page _____ of _____ (This Attachment may be used with any Judicial Council form.) (Add pages as required)</p>	
<p>1 Technician: Nebes, Area of knowledge: made repair to the computer 2 Computerland 3 1680 W. Winton Ave#3 4 Hayward, CA 94545 5 Tel: 510-780-0900 6 Fax: 510 780-0999</p>	
<p>7 Technician: Co Soria, Area of knowledge: made repair to the computer 8 Nemicore Services 9 3949 Heritage Oak CT 10 Simi Valley, CA 93063 11 1-800 730-4337</p>	
<p>12 Technician: ALD, Area of knowledge: made repair to the computer multiple times 13 Digital Depot Service Center 14 4800 Alliance Gateway Frw. Suite 130 15 Fort Worth, TX 76177 16 1-817-415-9300</p>	
<p>17 Employees' names not known at this time for Emeryville location 18 Area of knowledge: plaintiff went to the store requesting computer assistance multiple times 19 Circuit City Stores, Inc. 20 5795 Christie Ave., 21 Emeryville, CA 22 (510) 655-2200</p>	
<p>23 M. Marty, Customer Service Coordinator 24 Allen, Customer Service Representative 25 Area of knowledge: Plaintiff reported claims incidents to customer service representatives 26 Circuit City Stores, Inc. 27 5795 Christie Ave., Emeryville, CA 1-800-251-2665</p>	
<p>28 (If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under 29 penalty of perjury.)</p>	

SHORT TITLE: MIMS V. CIRCUIT CITY STORES, INC.	CASE NUMBER: RG08399323
---	----------------------------

ATTACHMENT (Number): 1e Page ____ of ____

(This Attachment may be used with any Judicial Council form.) (Add pages as required)

Plaintiff will supplement response to 1e, when more information becomes available.

Please note documents with (*) are attached to the complaint as Exhibits.

Exhibit A: 4, 5, 6

Exhibit B: 1,

Exhibit C: 2, 3, 7, 8

Documents described below are in the possession of individuals listed in attachment 1d. Plaintiff believes other documents pertaining to the lawsuit claims exist and are already in the possession of defendant Circuit City Stores, INC. Those documents will be identified when and if they become available, and the response to question 1e will be supplemented.

Document description(s)	Date(s)
1. *Circuit City Purchase Receipt #024005421021	September 07, 2005
2. *Letter Requesting Refund	June 24, 2008
3. *Circuit City Letter in Response	July 01, 2008
4. *City Advantage Protection (policy contract & Toshiba Warranty)	September 07, 2005
5. *Policy contract Certificate	----
6. *Updated or amended Policy contract	December 10, 2008
7. *Repair request form	June 10, 2008
8. *Nexicore Systems Repair worksheet	July 02, 2008
9. Digital Depot Service Repair Request	July 23, 2007
10. Digital Depot Service Repair Request	August 30, 2007
11. Digital Depot Service Repair Request	September 17, 2007
12. Circuit City repair claim G9443001	April 14, 2006
13. Circuit City repair claim G9443001	April 24, 2006
14. Miscellaneous documents	September 2005 - current

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

SHORT TITLE: MIMS V. CIRCUIT CITY STORES, INC.	CASE NUMBER: RG08399323
--	-----------------------------------

1 **ATTACHMENT (Number): 1f**

2 *(This Attachment may be used with any Judicial Council form.)*

3 **Page _____ of _____**
(Add pages as required)

4 Plaintiff will supplement response as information becomes available

5 **Physical Evidence:**

6 **Physical Evidence:** Computer parts used for attempted repair

7 **Technician:** Nebes

8 Computerland 1680 W. Winton Ave#3, Hayward, CA 94545, 510-780-0900, Fax: 510 780-0999

9 **Physical Evidence:** Computer parts used for attempted repair

10 **Technician:** Co Soria

11 Nxicore Services, 3949 Heritage Oak CT, Simi Valley, CA 93063, 1-800 730-4337

12 **Physical Evidence:** Computer parts used for attempted repairs

13 **Technician:** ALD

14 Digital Depot Service Center, 4800 Alliance Gateway Frw. Suite 130, Fort Worth, TX 76177

15 1-817-415-9300

16 **Physical Evidence:** Computer Toshiba Satellite M45S265

17 In possession of Satchi Mims, P.O. Box 19304, Oakland, CA 94619, 510-530-6345

18

19

20

21

22

23

24

25

26

27

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

EXHIBIT

3

1 PETER E. GLICK (SBN 127979)
2 Attorney at Law
3 400 Capitol Mall, Suite 1100
Sacramento, CA 95814
Telephone: (916) 558-6182
Fax: (916) 448-2434

5 Attorneys for Defendant
6 Circuit City Stores, Inc.

FILED
ALAMEDA COUNTY

SEP 08 2018
CLERK OF THE SUPERIOR COURT
By M. Hayes Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

LIMITED CIVIL CASE JURISDICTION

12 SATCHIDANANDA MIMS AKA Case No. RG08399323
13 Satchi Mims,
14 Plaintiff,
15 v.
16 CIRCUIT CITY STORES, INC., a) ANSWER AND AFFIRMATIVE
17 Virginia corporation, and DOES 1) DEFENSES OF CIRCUIT CITY
18 through 5, inclusive,) STORES, INC. TO PLAINTIFF'S
19) COMPLAINT
20)
21) ASSIGNED FOR ALL PURPOSES TO:
Defendants.) Hon. Cecilia P. Castellanos
) Department 18
) Complaint Filed: August 1, 2008

BY FAX

Defendant Circuit City Stores, Inc. ("Circuit City"); for itself and no other defendant, states as follows for its Answer and Affirmative Defenses to Plaintiffs' Complaint ("Complaint").

ANSWER

28 1. Circuit City denies, conjunctively and disjunctively, each and every

1 allegation set forth in the Complaint.

2 **AFFIRMATIVE DEFENSES**

3 **FIRST AFFIRMATIVE DEFENSE**

4 **Failure to State a Claim**

5 2. As and for a first separate, distinct and affirmative defense, Circuit
6 City alleges that the Complaint fails to state a claim or claims upon which relief
7 can be granted against Circuit City.

8 **SECOND AFFIRMATIVE DEFENSE**

9 **Statute of Limitations**

10 3. As and for a second separate, distinct and affirmative defense, Circuit
11 City is informed and believes, and, on that basis, alleges that this action may be
12 barred, in whole or in part, by the applicable statutes of limitations.

13 **THIRD AFFIRMATIVE DEFENSE**

14 **Binding Arbitration**

15 4. As and for a third separate, distinct and affirmative defense, Circuit
16 City alleges that all of the claims of Plaintiff are subject to binding arbitration and
17 Circuit City, by answering this Complaint does not intend to waive the right to
18 arbitration.

19 **FOURTH AFFIRMATIVE DEFENSE**

20 **Failure to Mitigate**

21 5. As and for a fourth separate, distinct and affirmative defense, Circuit
22 City alleges that Plaintiff, failed to mitigate any damages Plaintiff alleges to have
23 suffered, which damages, are denied.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 **Good Faith/Reasonable Commercial Standards**

26 6. As and for a fifth separate, distinct and affirmative defense, Circuit
27 City alleges that this action may be barred, in whole or in part, because any
28 conduct or action of Circuit City was and is reasonable and lawful because

Peter E. Glick
Attorney at Law
400 Capitol Mall, Ste. 1100
Sacramento, CA 95814

1 Plaintiff has not been injured and is not threatened with future loss or damage by
2 any conduct of Circuit City.

3 **SIXTH AFFIRMATIVE DEFENSE**

4 **Estoppel**

5 7. As and for a sixth separate, distinct and affirmative defense, Circuit
6 City alleges that the Complaint is barred by the doctrine of estoppel.

7 **SEVENTH AFFIRMATIVE DEFENSE**

8 **Waiver**

9 8. As and for a seventh separate, distinct and affirmative defense,
10 Circuit City alleges that the Complaint is barred by the doctrine of waiver.

11 **EIGHTH AFFIRMATIVE DEFENSE**

12 **Laches**

13 9. As and for an eighth separate, distinct and affirmative defense,
14 Circuit City alleges that the Complaint is barred by the doctrine of laches.

15 **NINTH AFFIRMATIVE DEFENSE**

16 **Consent**

17 10. As and for a ninth separate, distinct and affirmative defense, Circuit
18 City alleges that by their conduct, actions and inactions, Plaintiff has consented to
19 and acquiesced in any of the alleged conduct of Circuit City.

20 **TENTH AFFIRMATIVE DEFENSE**

21 **Contributory Negligence**

22 11. As and for a tenth separate, distinct and affirmative defense, Circuit
23 City alleges that any harm to Plaintiff, which harm Circuit City denies, was
24 caused as a result of the conduct or actions of Plaintiffs or others.

25 **ELEVENTH AFFIRMATIVE DEFENSE**

26 **Unclean Hands**

27 12. As and for an eleventh separate, distinct and affirmative defense,
28 Circuit City alleges that the Complaint is barred by the doctrine of unclean hands.

TWELFTH AFFIRMATIVE DEFENSE
Comparative Fault/Equitable Indemnity

3 13. As and for a twelfth separate, distinct and affirmative defense, Circuit
4 City alleges that it is entitled to have any monetary award, whether damages,
5 restitution, or attorneys' fees and costs, reduced or eliminated by the comparative
6 fault doctrine and principles of equitable or comparative indemnity. If Circuit
7 City is found in some manner responsible to Plaintiff for any injury or damage
8 alleged in the Complaint, any such injury or damage was proximately caused and
9 contributed to by the negligence, fault, acts, or omissions of other individuals or
10 entities for whose conduct Circuit City is not responsible. By reason of the
11 foregoing, Circuit City is entitled to full or partial indemnity from such other
12 individuals or entities.

THIRTEENTH AFFIRMATIVE DEFENSE

Assumption of the Risk

14. As and for a thirteenth separate, distinct and affirmative defense,
15 Circuit City alleges that the Complaint, and each and every purported cause of
16 action contained therein, is barred in whole or in part, because Plaintiff voluntarily
17 assumed the risk of the alleged conduct, events, and other matters complained of
18 in the Complaint, and the damage or injury, if any, alleged in the Complaint was
19 the proximate result of the risk assumed by Plaintiff.
20

FOURTEENTH AFFIRMATIVE DEFENSE

Statute of Frauds

23 15. As and for a fourteenth separate, distinct and affirmative defense,
24 Circuit City alleges that the Complaint, and each and every purported cause of
25 action contained therein, is barred by the statute of frauds.

FIFTEENTH AFFIRMATIVE DEFENSE

Limited Warranty

28 16. As and for a fifteenth separate, distinct and affirmative defense,

1 Circuit City alleges that a written agreement between Plaintiff and Circuit City
2 limits the remedies that may be obtained by plaintiff for any alleged breach of
3 warranty.

4 **SIXTEENTH AFFIRMATIVE DEFENSE**

5 **Unreasonable Use of Goods**

6 17. As and for a sixteenth separate, distinct and affirmative defense,
7 Circuit City is informed and believes and, on that basis, alleges that any defect or
8 nonconformity of which the Plaintiff complains in this matter was proximately
9 caused by the unauthorized or unreasonable use of the goods by the Plaintiff
10 following sale and delivery of those goods by Circuit City to Plaintiff.

11 **SEVENTEENTH AFFIRMATIVE DEFENSE**

12 **Exclusion or Modification of Warranty**

13 18. As and for a seventeenth separate, distinct and affirmative defense,
14 Circuit City alleges that the Complaint, and each and every purported cause of
15 action contained therein, is barred in whole or in part, because a written agreement
16 between Plaintiff and Circuit City clearly, conspicuously, and expressly limits and
17 excludes any warranty of merchantability and fitness for particular purpose.

18 **EIGHTEENTH AFFIRMATIVE DEFENSE**

19 **Virginia Law**

20 19. As and for an eighteenth separate, distinct and affirmative defense,
21 Circuit City alleges that the claims and defenses raised in the Complaint and the
22 affirmative defenses alleged herein are all governed by the laws of the
23 Commonwealth of Virginia law pursuant to a written agreement between Plaintiff
24 and Circuit City.

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
NINETEENTH AFFIRMATIVE DEFENSE

Reservation of Rights to Assert Additional Affirmative Defense

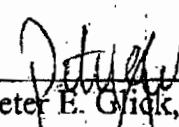
20. As and for a nineteenth separate, distinct and affirmative defense,
Circuit City reserves the right to assert such other and further affirmative defenses
as may be appropriate through the course of the litigation.

WHEREFORE, Defendant CIRCUIT CITY STORES, INC. prays judgment
against Plaintiff herein as follows:

1. That Plaintiff takes nothing on their Complaint herein;
2. That the Complaint be dismissed with prejudice;
3. For costs of suit herein;
4. For an award of its reasonable attorney's fees incurred herein; and,
5. For such other and further relief as the Court deems just and proper.

Dated: September 8, 2008.

PETER E. GLICK
Attorney at Law


Peter E. Glick, Esq. (127979)
Attorneys for Defendant
CIRCUIT CITY STORES, INC.

Peter E. Glick
Attorney at Law
400 Capitol Mall, Ste. 1100
Sacramento, CA 95814

1 *Satchidananda Mims a.k.a. Satchi Mims v. Circuit City Stores, Inc.*
2 Alameda County Superior Court, Case No.: RG08399323

3
4 **PROOF OF SERVICE**

5 I am a resident of the State of California, over the age of eighteen years, and not a
6 party to the within action. My business address is Peter E. Glick, Attorney at Law, 400 Capitol
7 Mall, Suite 1100, Sacramento, CA 95814. On September 8, 2008, I served the within
8 documents:

9 **ANSWER AND AFFIRMATIVE DEFENSES OF CIRCUIT CITY STORES, INC. TO PLAINTIFF'S
10 COMPLAINT**

11 by transmitting via facsimile the document(s) listed above to the fax number(s)
12 set forth below on this date before 5:00 p.m.

13 by placing the document(s) listed above in a sealed envelope with postage
14 thereon fully prepaid, in the United States mail at Sacramento, California
15 addressed as set forth below.

16 by causing delivery by _____ of the document(s) listed above
17 to the person(s) at the address(es) set forth below.

18 by personally delivering the document(s) listed above to the person(s) at the
19 address(es) set forth below.

20
21
22 Satchidananda Mims a.k.a. Satchi Mims
23 P. O. Box 19304
24 Oakland, CA 94619

25 I am readily familiar with the firm's practice of collection and processing
26 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
27 Service on that same day with postage thereon fully prepaid in the ordinary course of business. I
28 am aware that on motion of the party served, service is presumed invalid if postal cancellation
date or postage meter date is more than one day after date of deposit for mailing in affidavit.

29 I declare under penalty of perjury under the laws of the State of California that the
30 above is true and correct.

31 Executed on September 8, 2008, at Sacramento, California.

32 *Roxane Balison-White*
33 Roxane Balison-White

EXHIBIT

4

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

----- x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653
et al., :
: Jointly Administered
Debtors. :
----- x

**NOTICE OF DEADLINE
FOR FILING PROOFS OF CLAIM**

**TO ALL CREDITORS, EQUITY INTEREST HOLDERS OF THE DEBTORS AND OTHER
PARTIES IN INTEREST:**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On December 11, 2008, the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") entered an order (the "Bar Date Order") in the above captioned chapter 11 cases establishing **January 30, 2009 at 5:00 p.m.**

(Pacific Time) as the general claims bar date (the "General Bar Date") in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors").¹ Except as described below, the Bar Date Order requires all Entities, as defined in section 101(15) of 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), including persons, estates, trusts and the United States Trustee (but excluding governmental units), that have or assert any prepetition Claims (as defined herein) against any of the Debtors listed on page 4 below, to file a proof of claim so that such proof of claim is received on or before **5:00 p.m., Pacific Time**, on the general Bar Date at the following address if delivered by mail, hand delivery or overnight courier:

The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, Inc. (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, Inc. (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), PRAHC, INC. (n/a), XSStutts, LLC (9263), Mayland MN, LLC (6116), Courchevel, Inc. (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

DO NOT FILE YOUR PROOF OF CLAIM WITH THE BANKRUPTCY COURT.

The Debtors intend to file their Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Schedules and Statements") with the Bankruptcy Court by December 30, 2008. Copies of the Schedules and Statements can then be obtained at www.vaeb.uscourts.gov or www.kccllc.net/circuitcity.

GOVERNMENTAL BAR DATE

In accordance with 11 U.S.C. § 502(b)(9), any Claims of governmental units, as defined by 11 U.S.C. § 101(27), against any of the Debtors listed on page 4 below, must be filed and served so that such proof of claim is received on or before **May 11, 2009 (the "Governmental Bar Date") at 5:00 p.m., Pacific Time**, at the following address if delivered by mail, hand delivery or overnight courier:

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

DEFINITION OF CLAIM

For purposes of this Bar Date Notice, "Claim" shall mean, as to or against any of the Debtors listed on page 4 below: (1) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (2) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

PERSONS OR ENTITIES WHO MUST FILE A PROOF OF CLAIM

Pursuant to the Bar Date Order, all Entities holding Claims against the Debtors (whether secured, priority or unsecured)

change the Debtor against which a Claim has been scheduled, then the affected claimant shall have thirty (30) days from the date of service of notice thereof to file a proof of claim or to amend any previously filed proof of claim in respect of such amended scheduled Claim (the "Amended Schedule Bar Date").

Any Entity holding an interest in any Debtor (each an "Interest Holder"), which interest is based exclusively upon the current ownership of stock or other equity interest of any of the Debtors (an "Interest"), (an "Interest"), need not file a proof of Interest based solely on account of such Interest Holder's ownership interest in such Interest; provided, however, that any Interest Holder (other than a governmental unit) who wishes to assert a Claim against any of the Debtors based on any transaction in the Debtors' Interests, including but not limited to a Claim for damages or rescission based on the purchase or sale of the Interests, must file a proof of claim on or prior to the General Bar Date; provided, further, however, that any Interest Holder that is a governmental unit who wishes to assert a Claim against any of the Debtors based on any transaction in the Debtors' Interests, including but not limited to a Claim for damages or rescission based on the purchase or sale of the Interests, must file a proof of claim on or prior to the Governmental Bar Date.

FILING PROOFS OF CLAIM AGAINST MULTIPLE DEBTORS

Any Entity asserting Claims against more than one Debtor must file a separate proof of claim with respect to each such Debtor. All Entities must identify on their proof of claim the particular Debtor against which their Claim is asserted and the case number of that Debtor's bankruptcy case. A proof of claim listing no reference to a particular Debtor or a proof of claim listing all of the Debtors will be deemed filed against Circuit City Stores, Inc., Case No. 08-35653.

CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any creditor that is required to file but fails to file a proof of claim for its Claim in accordance with the procedures set forth herein on or before the General Bar Date, the Governmental Bar Date, or such other date established hereby (as applicable) shall be forever barred, estopped, and enjoined from: (a) asserting any Claim against the Debtors that (i) is in an amount that exceeds the amount, if any, that is set forth in the Schedules as undisputed, noncontingent, and unliquidated or (ii) is of a different nature or in a different classification (any such claim referred to as an "Unscheduled Claim") and (b) voting upon, or receiving distributions under, any plan or plans of

reorganization in these chapter 11 cases in respect of an Unscheduled Claim; and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to such Unscheduled Claim. If it is unclear from the Schedules and Statements whether your Claim is disputed, contingent or unliquidated as to amount or is otherwise properly listed and classified, you must file a proof of claim on or before the General Bar Date. Any Entity that relies on the Schedules and Statements bears responsibility for determining that its Claim is accurately listed therein.

RESERVATION OF RIGHTS

The Debtors reserve the right to: (1) dispute, or to assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules and Statements as to nature, amount, liability, classification, Debtor or otherwise; or (2) subsequently designate any Claim as disputed, contingent or unliquidated. Nothing set forth in this Notice shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

TIME AND PLACE FOR FILING PROOFS OF CLAIM

A signed original of any proof of claim, substantially in the form annexed hereto, together with accompanying documentation, must be delivered so as to be received no later than 5:00 p.m., Pacific Time, on the General Bar Date, the Rejection Bar Date, the Governmental Bar Date or the Amended Schedule Bar Date, as applicable, depending upon the nature of the claim, at the following address if delivered by mail, hand delivery or overnight courier:

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

Any proof of claim submitted by facsimile or other electronic means will not be accepted and will not be deemed filed until such proof of claim is submitted by the method described in the foregoing sentence. Proofs of claim will be deemed filed only when actually received at the address listed above. If you wish to receive acknowledgment of the Debtors' receipt of your proof of claim, you must also submit a copy of your original proof of claim and a self-addressed, stamped envelope.

A creditor's proof of claim may be filed without the writings and/or documentation upon which the claim is based, as required by Bankruptcy Rule 3001(c) and (d); provided, however, that, upon the request of the Debtors or any other party in interest in these cases, any such creditor will be required to transmit promptly such writings and/or documentation to the Debtors or the other party in interest, but in no event later than ten (10) days from the date of such request.

ADDITIONAL INFORMATION

If you require additional information regarding the filing of a proof of claim, you may contact the Debtors in writing, through their counsel, at the address listed below. You may also contact Kurtzman Carson Consultants LLC, at (888) 830-4650 between 9:00 a.m. and 5:00 p.m. Pacific Time. The claims registers for the Debtors will be available at the office of Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245.

Approved by the United States Bankruptcy Court for the Eastern District of Virginia on December 11, 2008.

Dated: December 12, 2008
Richmond, Virginia

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP Gregg M. Galardi, Esq. Ian S. Fredericks, Esq. P.O. Box 536 Wilmington, Delaware 19899-0636	McGUIREWOODS LLP Dion W. Hayes (VSB No. 34304) Douglas M. Foley (VSB No. 34364) One James Center 901 E. Cary Street Richmond, Virginia 23219 (804) 775-1089
---	--

- and

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM, LLP
Chris L. Dickerson, Esq.
333 West Wacker Drive
Chicago, Illinois 60606

Counsel for the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

----- x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., et : Case No. 08-35653
al., :
: Jointly Administered
Debtors. :
----- x

**NOTICE OF COMMENCEMENT OF CHAPTER 11 BANKRUPTCY CASES,
MEETING OF CREDITORS AND FIXING OF CERTAIN DATES**

On November 10, 2008, the above-captioned debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 through 1532 (the "Bankruptcy Code"). The Debtors, and their respective addresses, case numbers, and federal tax identification numbers are as follows:

<u>DEBTOR</u>	<u>ADDRESS</u>	<u>CASE NO.</u>	<u>EID #</u>
(Other names, if any, used by the Debtor in the last 6 years appear in brackets)			
Circuit City Stores, Inc. [Circuit City SM] [fireredog SM]	9950 Mayland Drive, Richmond, Virginia 23233	08-35653	54-0493875
Abbott Advertising Agency, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35665	54-1624659
Circuit City Stores West Coast, Inc.	9250 Sheridan Boulevard, Westminster, Colorado 80031	08-35654	95-4460785
CC Distribution Company of Virginia, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35659	54-1712821
Circuit City Properties, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35661	54-0793353
Patapsco Designs, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35667	52-1086796
Ventoux International, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35656	20-1071838
Sky Venture Corp.	9950 Mayland Drive, Richmond, Virginia 23233	08-35668	54-1760311
PRAHS, INC.	9950 Mayland Drive, Richmond, Virginia 23233	08-35670	N/A

XSStuff, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35669	54-2029563
Kinzer Technology, LLC ;	9950 Mayland Drive, Richmond, Virginia 23233	08-35663	54-2022157
Circuit City Purchasing Company, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35657	20-0995170
Orbyx Electronics, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35662	20-1103360
Intertan, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35655	75-2430877
CC Aviation, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35658	20-5290841
Courchevel, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35664	N/A
Circuit City Stores PR, LLC ;	9950 Mayland Drive, Richmond, Virginia 23233	08-35660	66-0695512
Mayland MN, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35666	20-0896116

JOINT ADMINISTRATION OF CASES. Upon a motion by the Debtors, the Bankruptcy Court entered an order on November 10, 2008 (Docket No. 77) authorizing the joint administration of the above-cases pursuant to Federal Rule of Bankruptcy Procedure 1015 and consolidating the cases for procedural purposes only under Case No. 08-35653 and directing that the joint caption of the cases read In re: Circuit City Stores, Inc., et al.

DATE, TIME AND LOCATION OF MEETING OF CREDITORS. January 9, 2009 at 10:00 a.m. Eastern Time, Office of the United States Trustee, 701 E. Broad Street, Suite 4300, Richmond, Virginia 23219

DEADLINE TO FILE A PROOF OF CLAIM. On December 11, 2008, the Bankruptcy Court entered an Order Pursuant to Bankruptcy Code Sections 105 and 502 and Bankruptcy Rules 2002, 3003(c)(3), and 9007 (f) Setting General Bar Date and Procedures for Filing Proofs of Claim; and (f) Approving Form and Manner of Notice Thereof (Docket No. 890) (the "Bar Date Order"). The Bar Date Order establishes **January 30, 2009 at 5:00 p.m. (Pacific Time)** as the last date for non-governmental creditors to file proofs of claim in these bankruptcy cases, and **May 11, 2009 at 5:00 p.m. (Pacific Time)** as the last date for governmental units to file proofs of claim in these cases. **In accordance with the Bar Date Order, the notice of bar dates (the "Bar Date Notice") will be mailed separately.** The Bar Date Notice will contain information regarding the bar dates, a proof of claim form and instructions for

completing and filing a proof of claim form with the Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC. **Do not file proofs of claim with the Bankruptcy Court.**

COUNSEL FOR THE DEBTORS. Gregg M. Galardi, Esq., Ian S. Fredericks, Esq., Skadden, Arps, Slate, Meagher & Flom LLP, One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899, and Dion W. Hayes, Esq., Douglas M. Foley, Esq., McGuireWoods LLP, One James Center, 901 E. Cary Street, Richmond, Virginia 23219.

COMMENCEMENT OF CASES. Petitions for reorganization under chapter 11 of the Bankruptcy Code have been filed in this Court by the Debtors listed above, and orders for relief have been entered. You will not receive notice of all documents filed in these cases. Paper copies of all pleadings or other documents filed in these cases may be obtained by sending a written request to the Bankruptcy Court's copy service, Creative Assistant, 600 Granby Street, Suite 400, Norfolk, VA 23510, or by calling (757) 624-9990. Also, documents may be viewed electronically at www.vabc.uscourts.gov or www.Keelc.net/circuitcity. Additionally, these cases have been designated as cases assigned to the electronic case filing system. For details, see the enclosed Notice of Electronic Filing Procedure.

PURPOSE OF CHAPTER 11 FILING. Chapter 11 of the Bankruptcy Code enables a debtor to reorganize pursuant to a plan. A plan is not effective unless approved by the Bankruptcy Court at a confirmation hearing. Creditors will be given notice concerning any plan, or in the event any of these cases is dismissed or converted to another chapter of the Bankruptcy Code. The Debtors will remain in possession of their property and will continue to operate any business unless a trustee is appointed.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom a debtor owes money or property. Under the Bankruptcy Code, a debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting a debtor to demand repayment, taking action against a debtor to collect money owed to creditors or to take property of a debtor, and starting or continuing foreclosure actions or repossessions. If unauthorized actions are taken by a creditor against a debtor, the Court may penalize that creditor. A creditor who is considering taking action against a debtor or the property of a debtor should review section 362 of the Bankruptcy Code and may wish to seek legal advice. **The staff of the Clerk of the Bankruptcy Court is not permitted to give legal advice.**

MEETING OF CREDITORS. The Debtors' representative, as specified in Rule 9001(5) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. **ATTENDANCE BY CREDITORS AT THE MEETING IS WELCOMED, BUT NOT REQUIRED.** At the meeting, creditors may examine the debtors and transact such other business as may properly come before

the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to the creditors.

CLAIMS. Schedules of creditors will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim which is not listed as disputed, contingent, or unliquidated as to amount may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in the cases or share in any distribution must file their proofs of claim. A creditor who desires to rely on the schedule of creditors has the responsibility for determining that the claim is listed accurately. **Separate notice of the deadlines to file proofs of claim and proof of claim forms will be provided to the Debtors' known creditors.** Proof of claim forms also are available in the clerk's office of any bankruptcy court. Proof of claim forms also are available from the Court's web site at www.vaeb.uscourts.gov. Kurtzman Carson Consultants LLC ("KCC") is the claims agent in these cases and can provide a proof of claim form if you cannot obtain one from your local bankruptcy court. KCC can be reached as follows:

Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245
Telephone: (888) 830-4650
www.kccllc.net/circuitcity

DISCHARGE OF DEBTS AND DEADLINE TO FILE A COMPLAINT TO DETERMINE DISCHARGEABILITY OF CERTAIN DEBTS. Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the Bankruptcy Court by **March 9, 2009**. The bankruptcy clerk's office must receive the complaint and any required filing fee by such deadline.

CREDITOR WITH A FOREIGN ADDRESS. Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights.

LOCAL RULE DISMISSAL WARNING. Cases may be dismissed for failure to timely file lists, schedules and statements or attend the meeting of creditors (Local Bankruptcy Rules 1007-1 and 2003-1).

Dated: December 12, 2008

WILLIAM C. REDDEN, CLERK OF COURT
United States Bankruptcy Court
701 E. Broad Street, Suite 4000
Richmond, Virginia 23219